

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

1FW

Applicant: HANCOCK ET AL. Examiner: UNKNOWN
Serial No.: 10/647,181 Group Art Unit: UNKNOWN
Filed: AUGUST 25, 2003 Docket: 838.271US01
Title: ALL TERRAIN VEHICLE PORTABLE RADIO MOUNT

CERTIFICATE UNDER 37 CFR 1.8:

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail, with sufficient postage, in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on September 21, 2004.

By: Carla J. Mauch
Name: Carla J. Mauch

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

23552

PATENT TRADEMARK OFFICE

Sir:

We are transmitting herewith the attached:

- ☒ Transmittal Sheet in duplicate containing Certificate of Mailing
- ☒ Signed Power of Attorney, Change of Correspondence Address and Certificate Under 37 C.F.R. § 3.73(b)
- ☒ Return postcard

Please consider this a PETITION FOR EXTENSION OF TIME for a sufficient number of months to enter these papers or any future reply, if appropriate. Please charge any additional fees or credit overpayment to Deposit Account No. 13-2725. A duplicate of this sheet is enclosed.

MERCHANT & GOULD P.C.
P.O. Box 2903, Minneapolis, MN 55402-0903
612.332.5300

By: Katherine M. DeVries Smith
Name: Katherine M. DeVries Smith
Reg. No.: 42,157
KDS/cjm



10/647,181

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Hancock et al.

Examiner: Unknown

Serial No.: 10/647,181

Group Art Unit: Unknown

Filed: August 25, 2003

Docket No. M&G 838.271US01

Title: ALL TERRAIN VEHICLE PORTABLE RADIO MOUNT

**POWER OF ATTORNEY, CHANGE OF CORRESPONDENCE ADDRESS AND
CERTIFICATE UNDER 37 C.F.R. § 3.73(b)**

The undersigned hereby revokes any existing Powers of Attorney, if any, and appoints the attorneys and agents of Merchant & Gould associated with customer number:

23552

PATENT TRADEMARK OFFICE

as attorneys and/or agents with the full power to represent the applicant in connection with this application.

Please direct all correspondence to the address associated with the following Merchant & Gould customer number:

23552

PATENT TRADEMARK OFFICE

CERTIFICATE UNDER 37 C.F.R. § 3.73(b)

Stearns Inc., a corporation organized and existing under the laws of the State of Minnesota, having a place of business at 1100 Stearns Drive, Sauk Rapids, MN 56379, certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of the following chain of title:

- an assignment from the inventors of the patent application identified above to SATV, LLC, a copy of which was mailed for recording in the U.S.

Patent and Trademark Office. A copy of this Assignment is attached.



- an assignment from SATV, LLC to Stearns Inc., a copy of which has been mailed for recording in the Patent and Trademark Office. A copy of this Assignment is attached.

Paul Ebnet, President of Stearns Inc., is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: September 15, 2004

By: _____

Paul Ebnet
President
Stearns Inc.

23552

PATENT TRADEMARK OFFICE



Receipt is hereby acknowledged for the following in the U.S. Patent and Trademark Office:

In re Application of: HANCOCK ET AL.
Serial No.: 10/320,675
10/462,052
10/647,181
Patent No.: 6,536,794
Filing Date: December 17, 2002
June 16, 2003
August 25, 2003
Issue Date: March 25, 2003

Date Mailed: August 12, 2004

Recordation Cover Sheet
Assignment
Check for \$160.00 to cover Recordation Fee

Patent

KDeVriesSmith-PLStdM

Requestor:

Vendor # / Name: 1002 Director of the United States Patent and Trademark Office

Check Date: 08/06/04

Check # 429411

VOUCHER INV. #

DATE

ACCT / DEPT#

MATTER #

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 Minneapolis, MN 55402-2215

M&G MN

No. 429411

08/06/2004

17-1-910

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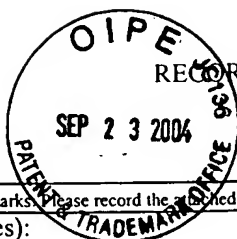
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Director of the United States Patent and Trademark Office

Merchant & Gould P.C.

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114 294 1 11 075906003: 0000 1 93 270



RECORDATION FORM COVER SHEET
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Patent and Trademark Office

To the Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Dennis H. Hancock
Jeffrey D. Hancock

2. Name and address of receiving party(ies):

SATV, LLC
1100 Stearns Drive
Sauk Rapids, Minnesota 56379

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: April 19, 2004

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

10/320,675
10/462,052
10/647,181

B. Patent No.(s)

6,536,794

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Katherine M. DeVries Smith
Address: Merchant & Gould P.C.
P.O. Box 2903
Minneapolis, MN 55402-0903

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41): \$160.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Katherine M. DeVries Smith

Name of Person Signing

Signature

Aug. 12, 2004

Date

Total number of pages including cover sheet, attachments, and document: 7

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23552

PATENT TRADEMARK OFFICE

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is entered into as of April 19, 2004, by and among SATV, LLC, a Delaware limited liability company ("Assignee"), Dennis H. Hancock, an individual, and Jeffrey D. Hancock, an individual (together with Dennis H. Hancock, "Assignors," and each of the Assignors individually, an "Assignor"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, on April 19, 2004, K2 Inc., Assignee, Assignors, the Owners and Dennis H. Hancock as Sellers Agent entered into that certain Asset Purchase Agreement (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to Section 2.1(c) of the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to all patents or patent applications of any kind or nature, wheresoever issued or pending anywhere in the world including without limitation the patents and applications listed on Exhibit A attached hereto and incorporated herein (collectively, the "Patents").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Asset Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Asset Purchase Agreement, Assignors hereby agrees as follows:

1. Grant. Assignors do hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignors' right, title, and interest in and to the Patents, together with the goodwill of the business pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Patents, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.

2. Representations and Warranties of the Parties. Each party warrants that (i) this Assignment is a legal, valid and binding obligation of the warranting party, (ii) it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, and (iii) it is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment. For the avoidance of doubt, the representations and warranties contained in this Assignment shall not in any way limit or expand the representations and warranties contained in the Asset Purchase Agreement.

3. Further Assurances. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Patents and related rights in Assignee.

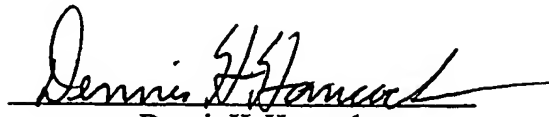
4. Recording of Assignment. Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, or other evidence or forms of intellectual property protection or applications as, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

5. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[Signature pages to follow]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNOR:


Dennis H. Hancock

ASSIGNOR:


Jeffrey D. Hancock

ASSIGNEE:

SATV, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNOR:

Dennis H. Hancock

ASSIGNOR:

Jeffrey D. Hancock

ASSIGNEE:

SATV, LLC, a Delaware limited liability
company

By: 

Name: John F. Ranges

Title: SVP & Treasurer



EXHIBIT A

Mark	Jurisdiction	Owner(s)	Reg. App. No.	Reg. App. Date	Status
New Fin Grip	United States	Dennis H. Hancock and Jeffrey D. Hancock	10,320,675	12/17/2002	Pending
Gun Scabbard	United States	Dennis H. Hancock and Jeffrey D. Hancock	10,462,052	6/16/2003	Pending
Portable Radio Mount	United States	Dennis H. Hancock and Jeffrey D. Hancock	10,647,181	8/25/2003	Pending
Hitches	United States	Dennis H. Hancock and Jeffrey D. Hancock	6,536,794	3/25/2003	Registered
All Terrain Vehicle Bag	United States	Dennis H. Hancock and Jeffrey D. Hancock	10,094,858	3/12/2002	Pending



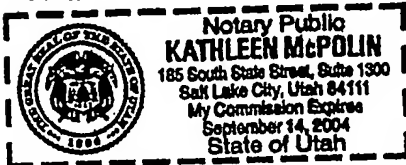
Acknowledgement by Notary Public

State of UTAH

County of SALT LAKE

On this 19th day of APRIL, 2004, before me, the undersigned Notary Public, personally appeared DENNIS H. HANCOCK & JEFFERY D. HANCOCK personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:



Signature: Kathleen McPolin

Name: Kathleen McPolin, Notary Public



Receipt is hereby acknowledged for the following in the U.S. Patent and Trademark Office:

In re Application of: HANCOCK ET AL.
Docket No.: 838.00000001

Date Mailed: September 1, 2004

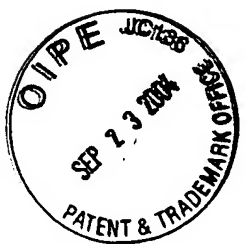
Recordation Cover Sheet
Assignment (SATV to Stearns)
Check for \$840.00 to cover Recordation Fee

Patent

KDeVriesSmith:PLStdM

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Requestor:
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Check Date: 08/31/04 Check # 430368
VOUCHER INV. # DATE ACCT / DEPT# MATTER # AMOUNT PAID
632398 tmorgan 08-31-04 265001 10100000 HARD DISB PAYABLE - (EXP G/L) 00838.00000001 840.00



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MERCHANT & GOULD
A Professional Corporation
An Intellectual Property Law Firm
3200 IDS Center, Suite 1612 332-5300
Minneapolis, MN 55402-2215

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Check Date 08/31/2004
Check Amount \$840.00

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Merchant & Gould, P.C.

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Patent and Trademark Office

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SATV, LLC



2. Name and address of receiving party(ies):

Stearns Inc.
1100 Stearns Drive
Sauk Rapids, Minnesota 56379

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: August 31, 2004

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

See listing on Assignment document.

B. Patent No.(s)

See listing on Assignment document.

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Katherine M. DeVries Smith
Address: Merchant & Gould P.C.
P.O. Box 2903
Minneapolis, MN 55402-0903

6. Total number of applications and patents involved: 21

7. Total fee (37 CFR 3.41): \$840.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Katherine M. DeVries Smith

Name of Person Signing


Signature

Sept. 7, 2004
Date

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23552

PATENT TRADEMARK OFFICE

ASSIGNMENT

WHEREAS, SATV, LLC, a Delaware Corporation having its principal place of business at 1100 Stearns Drive, Sauk Rapids, Minnesota 56379, (hereinafter called "Assignor"), is the owner of the pending U.S. patent applications and patents listed below;

Listing of U.S. Patents

<u>Patent Number</u>	<u>Attorney Docket No.</u>
5,078,279	838.278USC1
5,915,572	838.277US01
6,382,488 B1	838.256US01
5,898,975	838.258US01
5,890,639	838.259US01
6,457,618 B1	838.261US01
6,484,913 B1	838.262US01
6,494,113 B1	838.263US01
6,536,794 B2	838.264US01
6,547,113 B1	838.265US01
6,695,183 B2	838.266US01
DES. 386,298	838.267US01
DES. 386,304	838.268US01
DES. 446,488	838.269US01

Listing of U.S. Patent Applications

<u>Serial No.</u>	<u>Attorney Docket No.</u>
10/320,675	838.270US01
10/647,181	838.271US01
10/347,269	838.272US01
10/345,452	838.273US01
10/379,502	838.274US01
10/379,501	838.275US01
10/462,052	838.276US01

AND WHEREAS, Stearns Inc., a corporation organized and existing under and by virtue of the laws of the State of Minnesota, and having an office and place of business at 1100 Stearns Drive, Sauk Rapids, Minnesota 56379 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements, applications, Letters Patents and in and to the Letters Patents to be obtained therefor;

NOW THEREFORE, be it known that, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration delivered by Assignee to Assignor, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee all of the Assignor's right, title and interest in the patents, patent applications, and foreign patent applications, including any continuations,

continuations-in-part, or divisions thereof, and any and all reissues and extensions of said Letters Patents, and including the subject matter of any and all claims that may be obtained in every such patent, both foreign and domestic, the same to be held and enjoyed by the said Assignee, its successors, assigns or other legal representatives, for its own use and behoof, and for the use and behoof of its successors, assigns or other legal representatives, to the end of the term or terms for which said Letters Patents are or may be granted or reissued or extended, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all rights to profits and damages by reason of past infringement of said Letters Patent by any party or parties, with the right to sue for and collect the same for its own use and behoof, and for the use and behoof of its successors, assigns, or other legal representatives.

Assignor further covenants that it will, upon request to it, but without expense to it, do all other lawful acts necessary to enable Assignee to obtain, maintain, and enforce full benefits from and record the assignment to it of the rights and interests herein assigned.

This Assignment shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

IN TESTIMONY WHEREOF, this Assignment is executed this 31 day
of August, 2004.

ASSIGNOR:

SATV, LLC

Date: Aug 31, 2004

By: David G. Cook
David G. Cook, President, SATV, LLC